



TOWN OF KITTERY, MAINE

200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1329 Fax: (207) 439-6806

March 9, 2016

Kittery Town Council
Requested by Chairperson Gary Beers
Special Meeting Agenda
6:00 p.m.

Council Chambers

1. CALL TO ORDER
2. INTRODUCTORY
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL
5. DISCUSSION
 - a. Discussion by members of the public (only on item 6 below and three minutes per person)
 - b. Chairperson's response to public comments
6. NEW BUSINESS

(030116-1) The Kittery Town Council moves to authorize the Town Manager to sign an agreement for Interim Town Manager services with MRI, to expire on June 30th, 2016.
7. ADJOURNMENT

Posted: March 7, 2016

REPORT TO COUNCIL – INTERIM TOWN MANAGER SERVICES

RESPONSIBLE INDIVIDUAL: Beers

Date: March 07, 2016

SPONSOR: Beers

SUBJECT: Interim Town Manager Services Agreement Arrangements

BACKGROUND:

- Council approved motion at its Special Meeting on February 29th, 2016, authorized Chairperson to work with Town Manager to make arrangements for Interim Town Manager Services.
- Council selected Ms. Carol Granfield of MRI for appointment. Councilor Dennett voiced strong objection to the “Indemnification” clause of MRI proposal.
- Met with Ms. Puff at 8:00am, Tuesday and addressed the arrangements. She agreed to present MRI with her Town model contract. I asked for soonest resolution so that we could arrange a Special Meeting on Monday, March 7th for the one purpose of acting on the agreement.
- MRI, initially, apparently was only willing to strike the company from the clause. Ms. Puff requested input from MMA and subsequently the Town Attorney.
- E-Mail from Ms. Puff, received 5:51pm, Thursday with Town Attorney recommended revision included, and affirmation that it was acceptable to MRI: “Contract for Interim Town Manager Services” (*encl 1*).

CURRENT SITUATION:

- Time and circumstance did not permit scheduling a sooner special meeting with the necessary obligations of adequate public notice and the interest of transparency.
- With the possibility that the period of performance for this agreement may extend beyond the current fiscal year, this agreement should only be approved to expire on June 30th, 2016. A public hearing to extend into, or beyond, the next fiscal year may then be scheduled and acted upon accordingly.

RECOMMENDATION: Consider and act upon presented agreement in due form.

ENCLOSURE

1. Agreement



TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

Telephone: 207-475-1329 Fax: 207-439-6806

ncolbertpuff@kitteryme.org

Nancy Colbert Puff
Town Manager

CONTRACT FOR INTERIM TOWN MANAGER SERVICES

AGREEMENT entered this ____ day of March, 2016 by and between the TOWN OF KITTERY, a duly organized Maine municipal corporation with a principal address at 200 Rogers Road, Kittery, Maine (the "Town"), and Municipal Resources Inc., a NH corporation with a principal address of 120 Daniel Webster Highway, Meredith, NH 03253 ("the CONTRACTOR"):

WHEREAS, the Town seeks to engage the services of a firm to provide interim Town Management services;

WHEREAS, the Town received proposals from 3 qualified firms and/or individuals;

WHEREAS, interviews were conducted with interim candidates and the most responsible proposal was submitted by Municipal Resources Inc. , a firm with the ability, capacity, and will to perform these services;

NOW THEREFORE, in consideration of the mutual exchange of promises and other provisions herein, the parties hereto agree as follows:

- 1) Scope of Work. The Contractor shall provide consulting services as further described in the attached proposal entitled " Interim Town Manager Services."
- 2) Dates of performance. The Contractor shall provide these services from March ____ until a new Town Manager has been appointed unless otherwise agreed;
- 3) Contract Sum. The Town agrees to pay the Contractor the sum of \$90/hour for the services provided in accordance with the terms and conditions herein. In addition, \$25/day will be paid for the consultant's mileage to and from Town Offices, and the use of the consultant's personal auto for Town business will be paid at the current IRS per mile travel rate.
- 4) The Contract Documents: The following, together with this Agreement, form the Contract and all are as fully a part of the Contract as if attached to this Agreement or herein repeated: Attachment A: **INTERIM TOWN MANAGER SERVICES.**
- 5) Insurance: Throughout the term of this Agreement, the CONTRACTOR agrees to furnish at its sole expense and maintain insurance per the specifications and minimum limits set forth herein:

All insurance is to be provided by a company or companies licensed in the State of Maine

- a. Commercial General Liability on an occurrence (as opposed to claims-made) basis with general aggregate limit applicable per project (ISO CG2503 or equivalent)

- Each occurrence limit \$1,000,000
- General aggregate limit \$2,000,000
- Products/Comp. op. aggregate limit \$2,000,000

An additional insured provision is to apply for the TOWN, its officers, officials, agents, and employees on a primary, non-contributory basis. Coverage for contractual liability is to be included for the indemnification provisions of this Agreement.

- b. Auto Liability for owned, hired and non-owned autos with a single limit for each accident of \$1,000,000.
- c. Workers' Compensation insurance to comply with the requirements of Maine statutes, plus employers' liability for:
 - Each accident: \$500,000
 - Each employee (disease): \$500,000
 - Policy limit (disease): \$500,000
- d. Professional Liability \$1,000,000

All policies shall be so written that the Kittery Town Manager will be notified of cancellation or restrictive amendment at least ten (10) days prior to the effective date of such cancellation or amendment. A certificate of insurance from the CONTRACTOR'S insurance carrier showing at least the coverage and limits of liability specified above and the inception and expiration dates shall be filed with the Town Manager at least seven (7) calendar days before operations are begun.

- 6) Payments. Payment will be made by the Town based upon receipt of an invoice from the Contractor. The Town shall issue payment to the Contractor within thirty (30) days of receipt of the invoice or Application for Payment.
- 7) Independent Contractor. The Town and the Contractor intend that the relationship established between them pursuant to this Contract is that of client and independent contractor. No agent, employee, or servant of the Contractor is or may be deemed to be an employee, agent or servant of the Town.
- 8) Maine Law. This Contract will be construed in accordance with and governed by the laws of the State of Maine.
- 9) Town's Representative. The Town's representative under this Contract is Council Chairperson, Gary Beers. All notices or communications required under this Contract shall be in writing and sent to Mr. Beers at the foregoing address.
- 10) Indemnification. Notwithstanding the availability and policy limits of any insurance, the Contractor hereby agrees to defend, indemnify and hold harmless the Town, its officers, officials, and employees ("Indemnified Parties") against any claims made or legal actions brought against an Indemnified Party(ies) by any person or entity as a result of or arising from injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity ("Liabilities") arising out of or relating to the Contractor's performance or failure to perform pursuant to this Contract, except where the Liabilities are the result of an Indemnified Party's own direct and sole negligence. This obligation shall survive the

termination, completion or expiration of this Contract. The Contractor shall promptly notify the Town of any claim or action brought in connection with this Contract and thereupon shall promptly take over and defend any such claim or action.

The Town agrees to hold harmless, indemnify, and defend Carol Granfield while acting for and in behalf of the Town in her capacity as Interim Town Manager, provided such actions are within the limits restrictions and subject to the conditions of the Town's existing insurance policy coverage.

- 11) Termination. If the Contractor is adjudged a bankrupt, or if he shall make a general assignment for the benefit of his creditors, or if a receiver of his property is appointed, or if the work to be done under the Contract is abandoned, or if the Contract or any part thereof is sublet without the previous written consent of the Town, or if the Contract or any claim thereunder is assigned by the Contractor otherwise than as herein specified, or if at any time the Town is of the opinion that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract, the Town may notify the Contractor to discontinue all work, or any part thereof and thereupon the Contractor shall discontinue such work or such part thereof as the Town may designate, remove his equipment, tools, supplies and materials as the Town directs, and the Town may thereupon, by contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor.
- 12) Severability of Provisions. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 13) Amendments. This Contract may be amended by a written amendment duly executed by the parties hereto. No modifications, waiver or alternation of the Contract or any term herein is enforceable unless it is in writing and duly executed by both the Town and the Contractor.
- 14) Entire Agreement. This Contract constitutes the entire agreement between the parties with respect to the matters addressed herein.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused their duly authorized representatives to set their hands on seals on their behalf on the date and year set forth below.

TOWN OF KITTERY
By its Town Manager

CONTRACTOR
Municipal Resources Inc.

Nancy Colbert Puff

By: _____
Alan S. Gould, President and COO

Date: _____, 2016

Date: _____, 2016

120 Daniel Webster Highway
Meredith, NH 03253



Municipal Resources
www.municipalresources.com

tel: 603.279.0352 • fax: 603.279.2548
toll free: 866.501.0352

February 22, 2016

Nancy Colbert Puff
Town Manager
200 Rogers Road Extension
Kittery, ME 03904

Re: Interim Town Manager Services

Dear Ms. Puff:

MRI is pleased to present the following proposal to provide the Town of Kittery with Interim Town Manager services.

INTERIM TOWN MANAGER SERVICES

MRI will assign Carol Granfield, an experienced public manager, to provide staff support necessary to address the professional, technical, and management functions of the Town.

Carol M. Granfield, ICMA-CM, has a Masters in Administration from Central Michigan University and is one of 1266 ICMA Credentialed Managers in the country. Ms. Granfield is also a graduate of the Senior Executive Institute at the University of Virginia, Harvard JF Kennedy School of Government summer program, Leadership New Hampshire and Fairfax, and one year of law school at Massachusetts School of Law. She is an adjunct professor at Granite State College where she teaches Human Resources and Public Administration. She possesses over 38 years of public sector management experience and 9 years of private sector experience. Ms. Granfield, a native of Pittsfield, Massachusetts, has broad public service experience at the town, city and county levels of government. Ms. Granfield has served in the following positions: Town Administrator in Hooksett, NH; Town Manager in Meredith NH; Town Administrator in Derry, NH; Interim Town Administrator in Moultonborough, NH; County Manager in Cumberland County, ME, Town Manager in Dixfield, ME; Director of Administration in Herndon, VA; and Personnel Director in Fairfax, VA. Ms. Granfield's expertise in Human Resources and Labor Relations includes the establishment of personnel policies; organizational studies; wage, classification, and benefit studies along with union negotiations to include the interest based model. Ms. Granfield has participated in many successful public sector executive recruitment projects and has also conducted strategic planning,

goal setting, and team building programs in NH, ME and VA communities. She has also developed and implemented positive career development and training programs for employees of a number of municipal organizations. Ms. Granfield has given presentations at national conferences of the ICMA, the International Public Management Association for Human Resources, and at state conferences in VA, MA, ME, and NH. She was previously adjunct faculty at George Mason University. Ms. Granfield has served on many professional and civic boards to include the Public Employee Labor Relations Committee; ICMA Credentialing Board; NH Local Government Board, Maine Municipal Association Advisory Board, Belknap County Economic Development Commission, Derry Planning Board, and is Past President of the NH Management Association, IPMA-Virginia, Dixfield Economic Development Organization, and the Derry Village Rotary. Ms. Granfield is also appointed by the Governor to the NH Public Employee Labor Relations Board.

It is expected that Ms. Granfield will be on-site as necessary to satisfy the needs of the Town, but generally three or four days (24- 32 hours) per week per week would be expected. Additionally, the consultant will be available by phone and e-mail at all other times (within reason) for consultation with Department personnel or in the event of an emergency requiring input/direction. She will be available to commit additional time as requested by the Council, if necessary, to ensure that the duties and responsibilities of the role are fulfilled.

In this capacity, we expect the consultant will be afforded all the appropriate authority, and will assume all appropriate responsibility, normally vested in the Town Manager, as well as reasonable authority to supervise and direct and oversee the activities of municipal employees.

The Interim Town Manager will establish and consistently maintain a positive and professional ongoing working relationship with the Town staff and those with whom she will interface in the community.

If at any time, the Council determines that the assigned consultant's services do not satisfy the needs of the Town, they may terminate the agreement with 10 days advance notice or request that MRI replace the assigned consultant with a similarly qualified manager to the extent that MRI has someone available. In such event, MRI will cooperate and assist the Council in any way that ensures continued operations and a smooth transition.

In the event that MRI is unable to provide the services of the assigned consultant due to accident, injury, prolonged illness, or any other reason, for a period projected to be more than 10 days, the Council, at their sole discretion, may allow MRI to provide a substitute consultant or suspend payment hereunder and terminate the agreement without penalty.



~~The Town will agree to hold harmless, indemnify, and defend Carol Granfield, and MRI while acting for and on behalf of the Town as if they were acting in the capacity of employees of the Town, within the limits, restrictions, and subject to the conditions of the Town's insurance coverage.~~

FEES AND CHARGES

Our services will be provided on a time and expense basis and will be invoiced monthly. MRI will provide a detailed, itemized description of the services provided and expenses incurred. Payments will be expected within thirty (30) days of receipt of the invoice unless otherwise agreed.

Fees for professional services provided by the Interim Town Manager will be billed at **\$90/hour**.

The usual travel time charges will be waived for this assignment. The Town will be billed a flat rate of \$25/day for the consultant's mileage to and from Town offices. In addition, the Town will be billed at the current IRS per mile travel rate for use of the consultant's personal auto if used to conduct Town business. There is no charge for incidental or emergency phone consultations.

TERM

It is anticipated that any Agreement shall remain in force and effect through selection and appointment of the next Town Manager, unless terminated earlier by the Council.

Thank you for the opportunity to submit this proposal. Please feel to contact me further to discuss.

Sincerely,



Alan S. Gould, President and COO
(603) 279-0352, x-320
(603) 765-5998 CELL
agould@mrigov.com

